

TEMPORARY SEWER EASEMENT

FOR AND IN CONSIDERATION OF One dollar (\$1.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, KENDALL FAMILY TRUST, 1981 does hereby grant, bargain, sell, transfer, convey, and warrant unto the City of Hernando, Mississippi, a Mississippi Municipal Corporation, a temporary easement for the right to construct, erect, use, inspect, repair, maintain, and traverse with the equipment necessary thereto, on, over, and across the following described property in the City of Hernando, DeSoto County, Mississippi, to-wit:

SEE ATTACHED EXHIBIT "A"

This easement is for the purpose of installing sewer main, lines, pumps and equipment referred to on the plans and specifications for the project commonly referred to as the Countryhaven Sewer Project, which is on file with said City, and reference to same is hereby made and such are made a part hereof.

Together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above-mentioned rights are granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein, and Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use to Grantors' premises. This agreement, together with other provisions of this grant, shall be temporary in nature and shall expire two (2) years from the date below. The Grantor covenants that it is the owner of the above-described land.

WITNESS the signature of the Grantor this the 29th day of July, 2003.

KENDALL FAMILY TRUST, 1981

Dwight M. Kendall Trustee
BY: DWIGHT M. KENDALL, TRUSTEE

Dona S. Kendall, Trustee
BY: DONA S. KENDALL, TRUSTEE

STATE OF CALIFORNIA

COUNTY OF Los Angeles

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 29th day of July, 2003, within my jurisdiction, the within named, Dwight M. Kendall and Dona S. Kendall, as Trustees of the Kendall Family Trust, 1981 who acknowledged that they executed the above and foregoing instrument on the day and year therein mentioned as the act and deed of said KENDALL FAMILY TRUST, 1981 having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

Please See attached
(SEAL)

Prepared by: Kenneth E. Stockton
Attorney for City of Hernando
5 West Commerce Street
Hernando, MS 38632
Ph.#662-429-3469

Grantor's Address: 5000 East Olive Ave., Suite 720
Burbank, CA 91501
Phone No. 818-567-0090

Grantee's Address: 475 West Commerce St.
Hernando, MS 38632
Phone No. 662-429-9092

STATE MS.-DESOTO CO. *be*
be

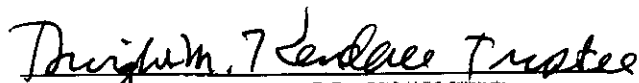
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NOTARY CLERK

ADDENDUM TO TEMPORARY SEWER EASEMENT

The Grantor and/or it's assigns shall have a perpetual right of access to cross over and under the aforesaid easement area with vehicles, mobile homes, roadways and utilities at such times as necessary and which access shall be made in coordination with the Grantee, City of Hernando. The Grantor shall be responsible for any damage done to such easement area and/or to the Grantee's equipment, lines and/or facilities. That the Grantee recognizes that it is imperative that the Grantor and/or it's assigns have access to the existing treatment plant and related facilities within the aforesaid easement area for the purpose of maintaining the same and making any necessary repairs to such facilities. That the Grantor and/or it's successor's in interest shall also have access to the adjacent treatment plant (existing) and the maintenance yard that is not located within the easement area but which is located beyond said area. That additionally, the Grantee and/or it's project engineer shall make such arrangements as necessary to allow the Grantor and/or it's successor's in interest access to these facilities including but not limited to coordination with the Contractor on said project. That it is also agreed that the Grantor shall not have access to the lift station area which will be secured by a fence and locked for security purposes.

Signed for Identification:



DWIGHT M. KENDALL, TRUSTEE
of the Kendall Family Trust 1981



DONA S. KENDALL, TRUSTEE
of the Kendall Family Trust 1981

BK0470PG0097

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTState of CaliforniaCounty of Los AngelesOn July 29, 2003 before me, Richard W. Bell Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Dwight M. Kendall, AND Dona S. Kendall
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies) and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Richard W. Bell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Temporary Sewer EasementDocument Date: July 29, 2003 Number of Pages: 3Signer(s) Other Than Named Above: None**Capacity(ies) Claimed by Signer(s)**Signer's Name: Dwight M. Kendall

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☒ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

Kendall Family Trust, 1981

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer's Name: Dona S. Kendall

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☒ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

Kendall Family Trust, 1981

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

EXHIBIT "A"

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 25 TOWNSHIP 2 SOUTH RANGE 8 WEST THENCE S 89°27'08" W A DISTANCE OF 3521.54 TO A POINT; THENCE S 89°18'24" W DISTANCE OF 756.56 TO A POINT; THENCE S 89°12'36" W A DISTANCE OF 306.57 TO A POINT; THENCE S 43°32'01" W A DISTANCE OF 25.63' TO A POINT SAID POINT BEING THE TRUE POINT OF BEGINNING FOR TEMPORARY EASEMENT #1; THENCE S 43°32'01" W A DISTANCE OF 27.59' TO A POINT; THENCE N 89°59'59" A DISTANCE OF 87.06' TO A POINT; THENCE S 87°52'49" W A DISTANCE OF 19.07' TO A POINT; THENCE S 85°45'37" W A DISTANCE OF 19.07' TO A POINT; THENCE S 83°38'25" W A DISTANCE OF 19.07' TO A POINT; THENCE S 81°31'13" W A DISTANCE OF 14.56' TO A POINT; THENCE S 59°01'13" W A DISTANCE OF 2.66' TO A POINT; THENCE S 14°01'41" W A DISTANCE OF 528.97' TO A POINT; THENCE S 09°57'06" E A DISTANCE OF 49.47' TO A POINT; THENCE S 14°14'13" W A DISTANCE OF 38.36' TO A POINT; THENCE N 88°14'07" W A DISTANCE OF 3.99' TO A POINT THENCE N 83°49'30" W A DISTANCE OF 16.32' TO A POINT; THENCE N 14°14'13" E A DISTANCE OF 37.47' TO A POINT; THENCE N 09°57'06" W A DISTANCE OF 49.44' TO A POINT; THENCE N 14°01'41" E A DISTANCE OF 541.50' TO A POINT; THENCE N 59°01'13" E A DISTANCE OF 14.92' TO A POINT; THENCE N 81°31'13" E A DISTANCE OF 18.91' TO A POINT; THENCE N 83°38'25" E A DISTANCE OF 19.81' TO A POINT; THENCE N 85°45'37" E A DISTANCE OF 19.81' TO A POINT; THENCE N 87°52'49" E A DISTANCE OF 19.81' TO A POINT; THENCE S 89°59'59" E A DISTANCE OF 106.43' TO THE POINT OF BEGINNING CONTAINING 16068.88 SQUARE FEET OR 0.37 ACRES MORE OR LESS. *Lying in the SW 1/4.*